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UBER TECHNOLOGIES, INC.;  
RASIER, LLC; and RASIER-CA, LLC

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

IN RE: UBER TECHNOLOGIES, INC.,  
PASSENGER SEXUAL ASSAULT  
LITIGATION

MDL No. 3084 CRB

Judge: Honorable Charles Breyer

This Document Relates to:

*Marktez Govan v. Uber Technologies,  
Inc.*  
Case No.: 3:23-cv-05449-CRB

**DEFENDANTS AND THIRD-PARTY  
PLAINTIFFS UBER TECHNOLOGIES,  
INC, RASIER, LLC, AND RASIER-CA,  
LLC’S THIRD-PARTY COMPLAINT**

**DEFENDANTS’ THIRD-PARTY COMPLAINT**

Defendants and Third-Party Plaintiffs Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC (“Defendants” and “Third-Party Plaintiffs”) by and through their attorneys, hereby allege the following against Robert Ruffner (“Third-Party Defendant”):

**GENERAL ALLEGATIONS**

1  
2 1. Defendant and Third-Party Plaintiff Uber Technologies, Inc. is a California corporation  
3 that is registered with and conducts business within the State of California.

4 2. Defendant and Third-Party Plaintiff Rasier, LLC is a limited liability company that is  
5 registered with and conducts business within the State of California.

6 3. Defendant and Third-Party Plaintiff Rasier-CA, LLC is a limited liability company that  
7 is registered with and conducts business within the State of California.

8 4. Based on information and belief, Third-Party Defendant Robert Ruffner is an individual  
9 residing in Ballwin, Missouri.

10  
11 5. Third-Party Plaintiffs Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC are  
12 Defendants in the above-entitled action wherein Marktez Govan (“Plaintiff”), seeks damages for  
13 injuries allegedly caused by Uber Technologies, Inc., Rasier, LLC, Rasier-CA, LLC and others, by way  
14 of the Plaintiff’s Original Complaint for Damages and Jury Demand, filed on October 24, 2023, United  
15 States District Court for the Northern District of California, Case No. 3:23-cv-05449-CRB, Plaintiff’s  
16 Short Form Complaint and Demand for Jury Trial, filed on April 9, 2024, in the United States District  
17 Court for the Northern District of California, San Francisco Division, Case No. 3:23-cv-05449-CRB,  
18 and the Master Long Form Complaint filed on February 15, 2024, in the United States District Court  
19 for the Northern District of California, San Francisco Division, Case No. 3:23-md-03084-CRB  
20 (collectively, the “Complaint”). Third-Party Plaintiffs incorporate the Complaint herein for reference,  
21 and deny any fault or liability for causing Plaintiff’s alleged injuries or damages.  
22  
23

24 6. By way of the Complaint, Plaintiff seeks damages arising from an alleged sexual assault  
25 that purportedly occurred in St. Louis County, Missouri.

26 7. In the event that, as a result of the underlying action, it is determined that Plaintiff is  
27 entitled to recover from Third-Party Plaintiffs, and there have been acts or omissions for which Third-  
28

1 Party Plaintiffs are responsible, said acts or omissions were caused by the primary and active tortious  
2 or otherwise actionable conduct of the Third-Party Defendant.

### 3 **JURISDICTION**

4 8. This Court has jurisdiction of the underlying action under 28 U.S.C. § 1332(a)(1)  
5 because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and because the  
6 underlying action is between citizens of different states.

7  
8 9. This Court has jurisdiction over this Third-Party Complaint pursuant to 28 U.S.C. §  
9 1367(a) because the Third-Party Complaint shares a common nucleus of operative facts with the  
10 underlying action so that the Third-Party Complaint is so related to the underlying action as to form  
11 part of the same case or controversy.

### 12 **DIVISIONAL ASSIGNMENT**

13 10. Assignment in the Northern District of California, San Francisco Division, is  
14 appropriate because the Judicial Panel on Multidistrict Litigation assigned the *In re: Uber*  
15 *Technologies, Inc., Passenger Sexual Assault Litigation* to this Court for consolidated pretrial  
16 proceedings pursuant to 28 U.S.C. section 1407 and the underlying action was directly filed in the  
17 Northern District of California. *See* Case No. 3:23-md-03084-CRB, Dkt. 1 (“Transfer Order”), Dkt.  
18 177 (“Stipulated Pretrial Order No. 6: Direct Filing”).

### 19 **FIRST CAUSE OF ACTION**

#### 20 **(Contractual Indemnity)**

21  
22 11. Third-Party Plaintiffs incorporate by reference all preceding paragraphs as if fully set  
23 forth herein.

24  
25 12. Third-Party Defendant entered into multiple written agreements with Third-Party  
26 Plaintiffs. Those agreements outline the respective rights and responsibilities relating to Third-Party  
27 Defendant’s use of the Uber App. Of particular relevance here, Third-Party Defendant agreed to  
28 indemnify and defend Third-Party Plaintiffs, including with respect to claims such as those asserted by

1 Plaintiff in the Complaint against Third-Party Plaintiffs. The circumstances that give rise to Third-  
 2 Party Defendant's contractual duty to indemnify and defend are the subject of Plaintiff's Complaint  
 3 against Third-Party Plaintiffs.

4 13. On August 25, 2022, Third-Party Defendant entered into a Platform Access Agreement  
 5 ("PAA") with Rasier, LLC. This PAA governed Third-Party Defendant's "access to [Third-Party  
 6 Plaintiffs'] Platform . . . which facilitates [Third-Party Defendant's] provision of rideshare or peer-to-  
 7 peer transportation service (collectively, "P2P Service") to account holders seeking to access certain  
 8 types of P2P Service . . . ." (**Exhibit A – Platform Access Agreement, Updated Jan. 1, 2022, p.**  
 9 **1**). It further granted Third-Party Defendant "a non-exclusive, non-transferable, non-sublicensable,  
 10 non-assignable license, during the term of this Agreement, to use our Platform" that was "[s]ubject to  
 11 the terms and conditions of this Agreement." (*Id.* ¶ 2.1). The PAA required Third-Party Defendant,  
 12 among other things, to comply with "all laws . . . that apply to [his] provision of Rides." (*Id.* ¶ 2.2).

13 14. In connection with the PAA, Third-Party Defendant also entered into an Indemnity  
 14 Agreement with Rasier, LLC on August 25, 2022. The Indemnity Agreement provides:  
 15

16  
 17 To the maximum extent permitted by applicable law, you will indemnify,  
 18 defend (at our option) and hold us and our affiliates and each of our and  
 19 their respective officers, directors, employees, agents, or shareholders  
 20 harmless from and against all claims, liabilities, expenses (including  
 21 reasonable attorney's fees and related expenses), damages, penalties,  
 22 fines, social security contributions and taxes ("*Losses*") asserted by a  
 third party and arising out of or related to your breach or alleged breach  
 of the Agreement or this Indemnity Agreement, your provision of Rides,  
 your access to our Platform or your interaction with any third party.

23 (**Exhibit B—Indemnity Agreement, Updated Jan. 6, 2020, ¶ 1.1**).

24 15. The PAA and the Indemnity Agreement provide that the law that governs the  
 25 agreements is the law of the state where Third-Party Defendant resided when he entered into the  
 26 agreements. (**Ex. A, ¶ 12.7, Ex. B, ¶ 6**). Based on information and belief, Third-Party Defendant  
 27 resided in Missouri.  
 28

1           16. Plaintiff's Complaint alleges, among other things, conduct entitling Plaintiff to  
2       compensatory damages against Third-Party Plaintiffs. Specifically, Plaintiff's Complaint alleges that  
3       on or about October 13, 2022, while Third-Party Defendant was providing him a ride using the Uber  
4       App, Third-Party Defendant "touched Plaintiff's thigh . . . moving up Plaintiff's leg towards his  
5       genitalia . . . [then] put his hand on top of Plaintiff's genitals, over his pants [and] . . . moved his hand  
6       to the inside of Plaintiff's pants, making contact with Plaintiff's genitals." (**Pl.'s Compl. For Damages  
7       and Demand for Jury Trial, filed on October 24, 2023, United States District Court for the  
8       Northern District of California, San Francisco Division, Case No. 3:23-cv-05449-CRB, ¶¶ 65-67;  
9       Pl.'s Short-Form Compl. And Demand for Jury Trial, filed on April 9, 2024, United States  
10      District Court for the Northern District of California, San Francisco Division, Case No. 3:23-cv-  
11      05449-CRB, ¶ C.1 ("The Plaintiff was sexually assaulted, harassed, battered, or otherwise  
12      attacked by [Third-Party Defendant] in connection with a ride facilitated on the Uber platform  
13      in St. Louis County, Missouri on October 13, 2022")**)).  
14

15           17. The damages alleged by Plaintiff arise out of or relate to Third-Party Defendant's  
16      alleged tortious or otherwise actionable conduct, which arises out of or relates to his breach of the PAA  
17      and the Indemnity Agreement with Third-Party Plaintiffs, provision of rides, access to Third-Party  
18      Plaintiffs' platform, and interaction with a third-party.  
19

20           18. Third-Party Defendant's alleged tortious or otherwise actionable conduct is therefore  
21      covered by the PAA and the Indemnity Agreement he entered into with Third-Party Plaintiffs and gives  
22      rise to Third-Party Defendant's contractual duty to indemnify and defend.  
23

24           19. Third-Party Plaintiffs deny liability for the events and occurrences described in  
25      Plaintiff's Complaint.

26           20. Third-Party Defendant's alleged tortious or otherwise actionable conduct was the direct  
27      and proximate cause of the damages alleged by Plaintiff.  
28

1           21. As a result, if Third-Party Plaintiffs are found in some manner liable to Plaintiff in this  
2 action under any theory of recovery, Third-Party Plaintiffs allege that their liability would be based  
3 solely upon a derivative form of liability not resulting from their conduct and, therefore, are entitled to  
4 complete indemnity from Third-Party Defendant.

5           22. By reason of the foregoing, Third-Party Plaintiffs are entitled to be fully defended and  
6 indemnified by Third-Party Defendant for any amounts which may in good faith be paid by way of  
7 compromise, settlement, or judgment. Additionally, Third-Party Plaintiffs are entitled to all costs,  
8 expenses, and attorneys' fees that Third-Party Plaintiffs incurred in the defense of the underlying action  
9 brought by Plaintiff and the prosecution of this Third-Party Complaint.  
10

## 11                                   **SECOND CAUSE OF ACTION**

### 12                                   **(Equitable Indemnity)**

13           23. Third-Party Plaintiffs incorporate herein each allegation set forth above.

14           24. Alternatively, if the Court were to find that Third-Party Plaintiffs are not entitled to  
15 express contractual indemnity from Third-Party Defendant, Third-Party Plaintiffs allege that they are  
16 entitled to noncontractual, equitable indemnity from Third-Party Defendant.  
17

18           25. Plaintiff's Complaint alleges, among other things, that Third-Party Plaintiffs are  
19 vicariously liable for Third-Party Defendant's conduct.

20           26. Third-Party Plaintiffs deny any relationship giving rise to vicarious liability for Third-  
21 Party Defendant's conduct.

22           27. If Third-Party Plaintiffs are found vicariously liable for Third-Party Defendant's  
23 conduct, any such relationship between Third-Party Plaintiffs and Third-Party Defendant that gives  
24 rise to vicarious liability also gives rise to non-contractual, equitable indemnity.  
25

26           28. Third-Party Plaintiffs deny liability for the events and occurrences described in  
27 Plaintiff's Complaint, and, if Plaintiff has been injured or damaged as alleged in the Complaint, any  
28

1 such injuries or damages were directly and proximately caused and contributed to by the negligence or  
2 other tortious conduct of Third-Party Defendant.

3 29. As a result, if Third-Party Plaintiffs are found in some manner liable to Plaintiff in this  
4 action under any theory of recovery, Third-Party Plaintiffs allege that their liability would be based  
5 solely upon a derivative form of liability not resulting from their conduct, and, therefore, are entitled  
6 to complete indemnity from Third-Party Defendant.

7 30. Under the foregoing circumstances, Third-Party Plaintiffs are entitled to be fully  
8 indemnified by Third-Party Defendant for any amounts which may in good faith be paid by way of  
9 compromise, settlement, or judgment.  
10

11 31. Third-Party Plaintiffs are further entitled to be held harmless and indemnified by Third-  
12 Party Defendant for the reasonable costs incurred in the defense of this action and prosecuting this  
13 Third-Party Complaint, and for attorneys' fees incurred herein.

14 **THIRD CAUSE OF ACTION**

15 **(Contribution)**

16 32. Third-Party Plaintiffs incorporate herein each allegation set forth above.

17 33. If Plaintiff has been injured or damaged as alleged in the Complaint, any such injuries  
18 or damages were directly and proximately caused and contributed to by the negligence or other tortious  
19 conduct of Third-Party Defendant, such that Third-Party Defendant is a tortfeasor, originally liable to  
20 Plaintiff.  
21

22 34. The fault, acts, or omissions of Third-Party Plaintiffs, if any, must be compared with  
23 the fault, acts, or omissions of Third-Party Defendant or any other persons or parties.  
24

25 35. Under the foregoing circumstances, any award of damages to Plaintiff pursuant to her  
26 claims in the Complaint must be apportioned to, and be paid by, Third-Party Defendant according to  
27 the degree of Third-Party Defendant's fault, acts, or omissions.  
28





1 have already incurred and will incur in defending against Plaintiff's claims and prosecuting the claims  
2 asserted by way of the Third-Party Complaint.

3 40. Such a declaration is necessary and appropriate at this time to enable Third-Party  
4 Plaintiffs to ascertain their rights and duties with respect to the defense of this action and the payment  
5 of any damages, judgment, or other awards that may be recovered against them by  
6 Plaintiff. Furthermore, the claims of Plaintiff and the claims of Third-Party Plaintiffs arise out of the  
7 same transaction and occurrence, and a determination of both in one proceeding is necessary and  
8 appropriate to avoid the multiplicity of actions that would result if Third-Party Plaintiffs are required  
9 to defend against the claims of Plaintiff in the Complaint and then bring a subsequent action against  
10 Third-Party Defendant for indemnification and contribution of sums that Third-Party Plaintiffs may be  
11 compelled to pay as a result of any damages, judgments, or other awards recovered by Plaintiff against  
12 Third-Party Plaintiffs, if any.  
13

14 **PRAYER**

15 Wherefore, Third-Party Plaintiffs respectfully pray for the following judgment:  
16

17 1. For judgment against Third-Party Defendant on the First Cause of Action, awarding  
18 Third-Party Plaintiffs total contractual indemnity for any amounts which may in good faith be paid by  
19 Third-Party Plaintiffs to Plaintiff by way of compromise, settlement, or judgment;

20 2. For judgment against Third-Party Defendant on the Second Cause of Action, awarding  
21 Third-Party Plaintiffs complete indemnity for any sum Third-Party Plaintiffs must pay to Plaintiff;

22 3. For judgment against Third-Party Defendant on the Third Cause of Action, in the form  
23 of contribution based on Third-Party Defendant's proportionate share of fault on any sums adjudged  
24 against Third-Party Plaintiffs, if any, in favor of Plaintiff herein;

25 4. For a judicial determination on the Fourth Cause of Action of the responsibilities of  
26 Third-Party Defendant to fully or partially indemnify and hold Third-Party Plaintiffs harmless from  
27  
28

any damages, judgment, or other awards that may be recovered against Third-Party Plaintiffs by Plaintiff on the Complaint pursuant to principles of indemnity or contribution;

5. For any other equitable decree or order required to apportion liability and damages, and ensure Third-Party Defendant reimburses Third-Party Plaintiffs for any payments they make to Plaintiff in excess of Third-Party Plaintiffs' proportionate share of fault, if any;

6. That Third-Party Plaintiffs be awarded their attorneys' fees and costs incurred in this action to the extent permitted by law; and

7. For any and such further relief as the Court may determine is just and proper.

DATED: December 18, 2024

Respectfully submitted,

**SHOOK HARDY & BACON L.L.P.**

By: /s/ Maria Salcedo

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